

SALARIES/SPECIAL SALARY ADJUSTMENTS

Amend Section 5.A:

~~A. SALARIES/SPECIAL SALARY ADJUSTMENTS~~

- ~~1. Effective July 1, 2013 the City agrees to increase employees' base pay, exclusive of any longevity or other special pays, by an amount equal to four percent (4%). The parties agree that the July 1, 2013 implementation of this salary increase shall be subject to Section 5.0 (B), Financial Ability to meet any salary increase.~~
- ~~2. Effective July 1, 2013 or upon the effective date of section 8 (K)(3), whichever is later, the City shall increase base pay, exclusive of any longevity or other special pays, by an additional 3.16%. The parties agree that the implementation of this salary increase shall not be subject to Section 5.0 (B), Financial Ability to meet any salary increase.~~
- ~~3. Effective the first pay period following ratification and approval of this MOU, the City shall grant a one-time non-pensionable distribution payment equal to 4% of base pay in effect on July 1, 2012, exclusive of longevity or any special pays.~~

A. CREATION OF SALARY RANGE B

Effective the first full pay period after ratification of this MOU, each job classification shall have two salary ranges: Range A and Range B. Procedures for step advancement, promotion, demotion, transfer, and layoff as set forth in City personnel rules and the MOU shall apply. Any future unit-wide salary change shall be applied equally to Range A and Range B. Such salary changes may vary slightly due to rounding.

1. Salary Range A

Salary Range A shall be the salary range in place for each job classification before the date of ratification of the MOU. Employees in permanent positions employed by the City before the date of ratification of the MOU shall be assigned Range A for City job classifications for the remainder of their continuous employment with the City.

2. Salary Range B

Employees who are hired on or after the first pay period after the effective date of this MOU, shall be assigned to Salary Range B:

- a) The top step of Salary Range B shall be 100% of the top step of Salary Range A for each job classification.
- b) Salary Range B shall consist of fourteen (15) salary steps (steps 1 through 15). The range between each step shall be approximately 1.44%, not to exceed 100% of salary range A.

VACATION

Amend Section 7.A:

1. Where employees are assigned twelve (12) hour duty shifts, the calculation of earned vacation credits shall be increased by five percent (5%) over the annual accrual rate.
2. Employees in "shift assignments" shall earn vacation credits at the rate of:
 - a. From one (1) to two (2) years of service, all eligible employees shall earn vacation at the rate of twenty-five and one-half (25.5) working days (204 hours) vacation per year.
 - b. From three (3) to five (5) years of service, all eligible employees shall earn vacation at the rate of twenty-eight and one-half (28.5) working days (228 hours) vacation per year.
 - c. After five (5) years of full service, all eligible employees shall earn vacation credits at the rate of thirty and one-half (30.5) working days (244 hours) vacation per year.
 - d. After ten (10) years of service, all eligible employees shall earn vacation credits at the rate of thirty-four and one-half (34.5) working days (276) vacation per year.
 - e. After fifteen (15) years of full service all eligible employees shall earn vacation credits at the rate of thirty-six and one-half (36.5) working days (292 hours) vacation per year.
3. Employees not assigned to "shifts" shall be entitled to holiday pay and shall earn vacation credits at the rate of:
 - a. From one (1) to two (2) years of service, all eligible employees shall earn vacation at the rate of twelve (12) working days (96 hours) vacation per year.
 - b. From three (3) to five (5) years of service, all eligible employees shall earn vacation at the rate of fifteen (15) working days (120 hours) vacation per year.
 - c. After five (5) years of full service, all eligible employees shall earn vacation credits at the rate of seventeen (17) working days (136 hours) vacation per year.
 - d. After ten (10) years of service, all eligible employees shall earn vacation credits at the rate of twenty-one (21) working days (168) vacation per year.
 - e. After fifteen (15) years of full service all eligible employees shall earn vacation credits at the rate of twenty-three (23) working days (184 hours) vacation per year.
4. Vacation leave is a right of the employee; however, the use of same shall be approved by the ~~department head~~ Police Chief or his/her designee, taking into account the desires and seniority of employees and, more particularly, the workload requirements of the department.

5. Probationary employees, while serving their first six (6) months in the service of the City, shall not be allowed to use their accrued vacation time. However, vacation credits shall accrue to such probationary employee.
6. As of his/her anniversary date each year, no employee shall be allowed to maintain a balance of unused vacation leave earned in excess of twice his/her yearly allowance for the forthcoming year. Any employee with accrued vacation credits in excess of this rule after November 1, 2007 shall retain those excess credits until used or paid.

The City shall have the sole discretion to pay any portion of such vacation balance for any employee with more than twice his/her yearly vacation allowance during any fiscal year.

7. Employees may cash out up to 40 hours of vacation leave per fiscal year. Vacation leave shall be cashed out pursuant to procedures established by the City.
8. Employees, once only, may convert any amount of accrued vacation leave to sick leave at a ratio of 1 hour of vacation leave to 1.5 hours of sick leave within the first 30 days after ratification by the City Council of this MOU.
11. Upon termination, all accumulated vacation will be added to the final pay and/or toward early retirement, at the employee's option.
12. The City shall pay to the estate of an employee who dies prior to discharge for cause, retirement or layoff, any accrued accumulated vacation. Payoff shall be based upon the hourly pay rate of such employee at the time of death.
13. Part-time employees who work twenty (20) hours a week on a regular basis shall be eligible to accrue and use vacation leave according to the same rules that apply to all full-time employees; however, the accrual rate of a part-time employee shall be prorated based upon the number of hours employed, i.e., half-time, sixty percent (60%) time, etc. Part-time employees subsequently hired as permanent full-time employees shall receive prorated credit for part-time service toward vacation accrual as a full-time employee.
14. The City agrees with the Association on a vacation sign-up system, which permits the scheduling of vacation in a given calendar quarter to be taken no sooner than two (2) calendar quarters later. City policy encourages employees to use vacation time. In considering approval for vacation requests, first priority will be to employees with the most seniority. In the event a junior employee's vacation request conflicts with a senior employee's vacation request and the junior employee is approaching the two (2) year limit on vacation accruals, the City Manager may approve an extension, however, such extension is not to exceed a period of six (6) months.

SICK LEAVE

Amend Section 7.B:

1. Sick leave shall be allowed in case of actual sickness of the employee. Employees may use up to five (5) days sick leave per calendar year in the event of illness on the part of a family member that requires their assistance. ~~Such leave shall not be charged against regular sick leave accrual.~~ This section would apply to the following family members: mother, father, sister, brother, spouse, child, grandparent, grandchild, mother-in-law, and father-in-law of the employee or family member domiciled with the employee.
2. Sick leave shall be earned at the rate of twelve (12 x 8 hour) workdays per year. Sick leave shall be taken in periods of no less than one (1) hour. No sick leave shall be earned during leaves of absence without pay.
3. ~~Upon separation, an employee will receive cash compensation for accumulated sick leave in excess of forty (40 x 8 hours) work days. Compensation for such sick leave shall be based upon the hourly pay rate of such employee at the time of separation. Upon retirement, in lieu of cash payoff and at the option of the employee, accumulated sick leave may be applied toward early retirement on a day-for-day basis. However, any employee who retires after July 1, 1989, shall not accrue "new" time or be eligible for "new" pay increases granted after his/her retirement date so long as they are using previously accrued sick leave for early retirement purposes.~~
4. ~~Employees shall have the option to sell back to the City up to nine (9) days annually of accumulated sick leave, provided that the employee has an accumulated balance of not less than seventy (70) days.~~
5. Part-time employees who work twenty (20) hours a week on a regular basis shall be eligible to accrue and use sick leave according to the same rules that apply to all full-time employees; however, the accrual rate of a part-time employee shall be prorated based upon the number of hours employed, i.e., half-time, sixty percent (60%) time, etc. Part-time employees subsequently hired as permanent full-time employees shall receive prorated credit for part-time service toward sick leave accrual as a full-time employee.
6. Probationary employees, while serving their first three (3) months in the service of the City, shall not be allowed to use their accrued sick leave. However, they shall continue to accrue sick leave credits at the regular rate for entitlement thereafter.
7. When absence is for more than one (1) workday, the employee may be required to file a physician's certificate or a personal affidavit with the Personnel Officer stating the cause of the absence before sick leave with pay will be granted. If an employee becomes ill while on vacation, his/her

period of illness may be charged to sick leave upon presentation of a doctor's certificate stating the nature and extent of the illness. In any case, an employee may be required to file a physician's statement for each illness regardless of duration. An employee may also be required to take an examination by a physician designated by the City and to authorize consultation with his/her own physician concerning his/her illness.

8. Employees shall, whenever possible, make appointments for medical, dental and similar purposes on Saturday or other non-workdays. If this is not possible, sick leave may be used for these purposes in accordance with the rules stated above.
9. ~~The City will establish a maximum cap of seventy-five (75) days of accumulated sick leave that may be used for early retirement when the purchase of the PERS sick leave/service credit benefit occurs. Upon the City purchase of the PERS sick leave/service credit benefit plan, the City "sick leave sell-back" plan (contained in paragraph 3 of the sick leave provisions of the current MOU) shall expire, and sick days accrued beyond the seventy-five (75) day cap will not be paid for by the City.~~

~~C. TIER II SICK LEAVE~~

~~A two-tiered benefit program, which was adopted April 24, 1995, (City Council Resolution No. 95-46), will remain in effect. This program provides that members on April 24, 1995, will continue to receive those benefits set forth in prior Memoranda of Understanding. Members hired after April 24, 1995, shall receive a second tier of benefits as follows:~~

- ~~1. Sick leave balances in excess of seventy (70) days may not be surrendered to the City for cash value.~~
- 2 10. Family leave time and funeral leave time is designated as sick leave and will be deducted from sick leave balances.
- ~~3. Upon retirement, such unused sick leave balances remaining may be applied as service credit, but cannot be cashed.~~

TRAINING

Add the following new item to Section 4:

8. Training shall be compensated on an hour for hour basis. Lunch will not be provided while participating in city approved training programs.

COURT TIME

Amend Section 4.B.4:

4. Sworn personnel shall receive a minimum of four (4) hours at time-and-one-half rate (6 hours) for non-canceled, subpoenaed court time during off-duty hours. Actual court time in excess of four (4) hours shall be paid at the rate of time-and-one-half the straight time rate. Unless given ~~twenty-four (24)~~ twelve (12) hours' notice of cancellation, sworn personnel shall be

compensated at a rate of two (2) hours overtime (which equals 3 hours of straight time). Search warrant returns are not considered subpoena court time.

SCHOOL RESOURCE OFFICER ASSIGNMENT

Add the following new language to Section 5:

Officers assigned as a School Resource Officer (SRO) shall be granted an assignment increment of five percent (5%) over base salary for all hours actually worked.

NIGHT SHIFT DIFFERENTIAL

Amend Section 5.K:

~~Effective the first full pay period following ratification and approval of this MOU,~~ Employees shall receive five percent (5%) above their base pay when they are assigned to the night shift.

To qualify for night shift differential, an employee must have a regularly assigned daily work schedule that requires the majority of actual working time (more than half the number of hours in the workday) 7:00 p.m. through 7:00 am hours inclusive. Employees assigned to night shift who are temporarily assigned to day shift will not receive night shift differential for the time worked on day shift.

MILEAGE ALLOWANCE

Amend Section 6.C:

1. The City hereby agrees with the Association to compensate the driver of a vehicle for travel time to and from a training location at appropriate FLSA rates. Mileage reimbursements will be at applicable ~~POST~~ GSA rates for POST-related training. Other training will be reimbursed at applicable IRS rates for miles driven.
2. When the City requires a Police Department employee to attend a training session outside of the City, it shall be the employee's option to use either a City-owned vehicle or his/her own vehicle for transportation. Any vehicle mileage reimbursement will be paid at the ~~POST~~ GSA rate or applicable IRS rate. Employees authorized to use a privately-owned vehicle shall be required to maintain Public Liability and Property Damage (PL & PD) insurance coverage on their vehicle and to maintain their operator's license in good standing.

HOLIDAYS

Amend Section 7.F:

For Detectives: Remove Admissions Day, ½ day of Good Friday and ½ day on Christmas Eve. Add full day off on Christmas Eve and New Years Eve and allow 4 hours floating holiday to be used during each calendar year (not to be carried over).

RETIREMENT

Add the following new language to Section 8.F:

All employees hired on or after January 1, 2013 shall receive the retirement benefit of 2.7% @ 57 or as specified in the California Public Employee's Pension Reform Act of 2013 (PEPRA).

CITY VEHICLE USE

Add the following new language to Section 11:

City vehicles shall be assigned at the discretion of the Chief of Police.